SECTION 637 - POLLUTION CONTROL

**DESCRIPTION**

**637.01.01 GENERAL**

***Add the following to this subsection***

D. Dust control work includes creating a Dust Control Mitigation Plan (DCMP), obtaining all necessary approvals for the DCMP, obtaining a Dust Control Permit for Construction Activities, payment of all fees associated with the project dust control, all work necessary to comply with the DCMP, Dust Control Permit, and the requirements of Section 94 of the Clark County Department of Air Quality Regulations, most recently adopted.

E. Any fines or penalties levied by the Clark County Department of Air Quality and Environmental Management due to violations of the project Dust Control Permit requirements are the sole responsibility of the Contractor and shall be paid by the Contactor.

F. The Contractor shall use all necessary Stormwater Runoff Best Management Practices (BMPs) performing the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States, including municipal separate storm sewer systems (MS4s) in violation of federal and state laws, rules, and regulations and the City’s water pollution requirements.

G. The Contractor shall:

1. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
2. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
3. Submit SWPPP Submittal Checklist found in Appendix C of these Special Provisions to the Owner’s Representative. This checklist must be on file prior to the issuance of the Notice to Proceed for construction.

H. All information and forms pertaining to Nevada’s Stormwater NPDES Permitting Program can be found on the following website:

<http://ndep.nv.gov/water/water-pollution-control/permitting/permit-forms-fees>

1. The City, state and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

J. Upon completion of the project, the Contractor will need to permanently stabilize the construction area and file a Notice Of Termination (NOT) with NDEP to terminate the permit. The Contractor shall provide a copy of the approval letter of termination from NDEP to the Owner. Receipt of this letter will be required prior to acceptance of Contractor’s final payment request.

K. Contractor shall apply for, pay for, and gain approval of the required permit from NDEP in a timely manner so as not to affect the project schedule. Contractor shall comply with the requirements of the permit and shall bear all associated costs. If the Owner suffers damages including but not limited to delays and fines as a result of the Contractor’s failure to obtain a required permit or for non-compliance with the requirements of the permit, the Contractor shall reimburse the Owner for such damages and the Owner may withhold amounts equal to the damages from the Contractor’s payments. Failure of the Contractor to obtain required permits in a timely manner shall not be justification for delay of the issuance of the Notice to Proceed by the Owner.

L. Any fines or penalties levied by the City of Las Vegas, Nevada Division of Environmental Protection, U.S. EPA, or any local, state, or federal agency to violations of the project Stormwater Runoff Management requirements are the sole responsibility of the Contractor and shall be paid by the Contactor.

**CONSTRUCTION**

***ADD THE FOLLOWING SUBSECTION TO THIS SECTION:***

**637.03.70 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PERMIT FOR CONTRACTOR’S STAGING AREAS**

1. The following applies to the Contractor’s staging areas:

NDEP, Bureau of Water Pollution Control, has issued general permit NVR100000 that covers construction activities within the state of Nevada. The Contractor shall comply with the requirements of the general permit at no extra cost to the Owner. In order to be covered by the permit, the Contractor shall submit, at no extra cost to Owner, a Notice of Intent (NOI).

1. Upon the completion of the construction, Contractor is responsible for permanently stabilizing the staging area and any disturbed areas, filing Notice of Termination (NOT), and obtaining approval of NOT with NDEP to terminate the permit. Site stabilization requirements can be reviewed in Section 3.6 of Construction Stormwater General Permit (NVR100000) at:

<https://ndep.nv.gov/water/water-pollution-control/permitting/stormwater-discharge-permits/construction-sites-greater-than-1-acre>

[NOTE TO SPEC WRITER: The following section ROCK MULCH applies to large excavation areas such as detention basins or in areas of undeveloped land.

**637.03.71 ROCK MULCH**

1. Rock mulch, granite based non-organic ground cover, shall be placed 2 inches thick on all disturbed areas as required by NDEP final stabilization requirements for the purpose of dust control.  Unless otherwise specified, rock mulch shall be one inch (3/4”) minus nominal from a local quarry.  The Contractor shall provide three samples of the proposed rock mulch prior to ordering for placement, with any relative manufacturer's comprehensive product description, including specifications and installation instructions for selection by the Engineer.
2. Final approval of product samples shall be made by the Engineer. No work shall proceed until Contractor has coordinated and received approval of the material from NDEP and provided a copy of the written approval to the Owner.  Contractor shall then receive written approval from the Owner prior to proceeding with work.
3. All areas to receive rock mulch shall be treated with pre-emergent herbicide in accordance with the manufacturer’s recommendations and approved by the Engineer.

**METHOD OF MEASUREMENT**

**637.04.01 MEASUREMENT**

***Add the following to this subsection:***

The quantity of Dust Control will be measured per lump sum.

The quantity of NPDES Discharge Permit will be measured per lump sum.

The quantity of POST CONSTRUCTION ROCK MULCH will be measured per acre placed 2-inches thick.

The quantity of [FILL IN ITEM DESCRIPTION] will be measured per [UNIT].

No direct measurement shall be made for [FILL IN ITEM DESCRIPTION].

**BASIS OF PAYMENT**

**637.05.01 PAYMENT**

***Add the following to this subsection:***

The accepted quantity of Dust Control will be paid for at the contract unit price per lump sum and shall include all permits, labor, materials and equipment necessary to provide dust control for the entire duration of the project as described in the approved DCMP or as directed by the Engineer. Payments shall be divided evenly using the initial contract duration, plus any additional contract time added by change order or as directed by the Engineer. When additional contract time is added the remaining unpaid portion of the lump sum bid amount shall be divided evenly over the remaining contract time by recalculating the prorated payment.

The accepted quantity of NPDES Discharge Permit will be paid for at the contract unit price per lump sum and shall include all permits, labor, materials and equipment necessary to carry out the Storm Water Pollution Prevention Plan (SWPPP) and any related requirements of the NDOT encroachment permit for the entire duration of the project as described in the permit and as directed by the Engineer and shall also include permanent stabilization of the construction area and staging area. Payments shall be divided evenly using the initial contract duration, plus any additional contract time added by change order or as directed by the Engineer. When additional contract time is added the remaining unpaid portion of the lump sum bid amount shall be divided evenly over the remaining contract time by recalculating the prorated payment.

[NOTE TO SPEC WRITER: The accepted quantity of POST CONSTRUCTION ROCK MULCH will be paid for at the contract unit price per acre placed 2-inches thick and shall include all permits, labor, materials and equipment necessary to complete the work as shown on the Plans, as specified herein and as directed by the Engineer. Payment shall not include permanent stabilization required for staging areas.]

The accepted quantity of [FILL IN ITEM DESCRIPTION] will be paid for at the contract unit price of [UNIT] and shall include all materials, equipment and labor required including, but not limited to, [FILL IN] and all other items necessary to complete the work as shown on the Plans, as specified herein and as directed by the Engineer.

Unless otherwise provided in the Special Provisions, no payment will be made for [FILL IN ITEM DESCRIPTION] as such. The cost thereof shall be considered as included in the price bid for construction or installation of the items to which [FILL IN ITEM DESCRIPTION] is required.

Payment will be made under:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM NO.** | | **ITEM DESCRIPTION** | | **UOM** | | |
| 637.0005 | | Dust Control | | LS | | |
| 637.0010 | | NPDES Discharge Permit | | LS | | |
| 637.0030 | | POST CONSTRUCTION ROCK MULCH | | AC |

**END OF SECTION 637**